

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON AT SEATTLE

QUEEN ANNE NORTH HOMEOWNERS
ASSOCIATION, a Washington Non-Profit
Corporation,

Plaintiff,

v.

COMMONWEALTH INSURANCE COMPANY
OF AMERICA, a New Hampshire Corporation;
and DOE INSURANCE COMPANIES 1–10,

Defendants.

NO.

COMPLAINT FOR DECLARATORY
RELIEF AND DAMAGES

JURY DEMAND

Plaintiff Queen Anne North Homeowners Association (the “Association”) alleges as follows:

I. INTRODUCTION

1.1 This is an action for declaratory judgment (including money damages), seeking:

(A) A declaration of the rights, duties and liabilities of the parties with respect to certain controverted issues under insurance policies issued to the Association by Defendant Commonwealth Insurance Company of America (“Commonwealth”). The Association is seeking a ruling that Commonwealth’s policies provide coverage for hidden damage at the Queen Anne North Condominium and that Commonwealth is liable for money damages for the cost of the repairing hidden damage at the Queen Anne North Condominium.

(B) Attorneys’ fees and costs (including expert witness fees).

(C) Any other relief the Court deems just and equitable.

II. PARTIES AND INSURANCE CONTRACTS

2.1 The Association. The Association is a nonprofit corporation organized under the laws of the state of Washington with its principal place of business located in Seattle, Washington. The Association has the duty to maintain the common elements and any limited common elements of the Queen Anne North Condominium complex located at 1324 West Emerson Street, Seattle, Washington 98119, which consists of one (1) three-story building containing fifteen (15) residential units.

2.2 Commonwealth. Commonwealth is a Delaware domiciled insurer with its principal place of business in Manchester, New Hampshire. Commonwealth sold property insurance policies to the Association from at least 2002 to 2012. The Association is submitting claims against all insurance policies issued by Commonwealth (or any entity related to Commonwealth) to the Association and/or against all insurance policies issued by Commonwealth (or any entity related to Commonwealth) covering the Queen Anne North Condominium. Such policies include, but are not limited to, Policy No. CICA1737 (9/1/2002 to 9/1/2003); CICA1904 (9/1/2003 to 9/1/2004); CICA2081 (9/1/2004 to 9/1/2005); CICA2264 (9/1/2005 to 9/1/2006); CICA2460 (9/1/2006 to 9/1/2007); CICA 2615 (9/1/2007 to 9/1/2008); US8252 (3/1/2010 to 3/1/2011); and CICA3184 (3/1/2011 to 3/1/2012).

2.3 Queen Anne North Insurers. Commonwealth and Doe Insurance Companies 1–10 shall be collectively referred to as the “Queen Anne North Insurers.”

2.4 Queen Anne North Policies. The policies issued to the Association by the Queen Anne North Insurers shall be collectively referred to as the “Queen Anne North Policies.”

III. JURISDICTION AND VENUE

3.1 This Court has subject matter jurisdiction over this action pursuant to 28 U.S.C. § 1332 (diversity jurisdiction) as the parties are completely diverse in citizenship and the amount in controversy exceeds \$75,000.

3.2 Venue is proper in this District pursuant to 28 U.S.C. § 1391(b)(2) as the Queen Anne North Insurers marketed and sold insurance to the Association in King County; a substantial part of the events giving rise to the claim, including the breach of contract, occurred in King County; and the insured condominium building is located in King County.

IV. FACTS

4.1 Incorporation by Reference. The Association re-alleges the allegations of paragraphs 1.1 through 3.2, above, as if fully set forth herein.

4.2 Tender to Commonwealth. On May 31, 2018, Allana, Buick, & Bers, Inc. (“ABBAE”) issued a report regarding the Queen Anne North Condominium, which detailed hidden damage at the unit decks and likely water intrusion that may have caused hidden damage behind the exterior stucco cladding. On February 21, 2019, the Association submitted a claim to Commonwealth for hidden damage detailed in the ABBAE report and asked Commonwealth to investigate for additional hidden damage. It is the Association’s understanding that the cost to repair the hidden damage at the Queen Anne North Condominium exceeds the jurisdictional limit of \$75,000.

V. FIRST CLAIM AGAINST QUEEN ANNE NORTH INSURERS: DECLARATORY RELIEF THAT THE QUEEN ANNE NORTH POLICIES PROVIDE COVERAGE

5.1 Incorporation by Reference. The Association re-alleges and incorporates by reference the allegations of paragraphs 1.1 through 4.2, above, as if fully set forth herein.

5.2 Declaratory Relief. The Association seeks declaratory relief from the Court in the form of determinations regarding the following disputed issues:

A. That the Queen Anne North Policies cover the hidden damage at the Queen Anne North Condominium.

B. That no exclusions, conditions, or limitations bar coverage under the Queen Anne North Policies.

C. As a result, the Queen Anne North Policies cover the cost of repairing the hidden damage at the Queen Anne North Condominium.

VI. PRAYER FOR RELIEF

WHEREFORE, the Association prays for judgment as follows:

6.1 Declaratory Judgment Regarding Coverage. A declaratory judgment that the Queen Anne North Policies provide coverage as described herein. For money damages against the Queen Anne North Insurers for the cost of repairing hidden damage at the Queen Anne North Condominium in an amount to be proven at trial.

6.2 Attorneys' Fees and Costs of Suit. For reasonable attorneys' fees and costs (including expert witness fees). *See Olympic Steamship Co. v. Centennial Ins. Co.*, 117 Wn.2d 37, 811 P.2d 673 (1991); RCW 48.30.015.

6.3 Other Relief. For such other and further relief as the Court deems just and equitable.

VII. DEMAND FOR JURY TRIAL

7.1 Pursuant to Rule 38 of the Federal Rules of Civil Procedure, the Association demands trial by jury in this action of all issues so triable.

DATED this 8th day of March, 2019.

STEIN, SUDWEEKS & STEIN, PLLC

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/s/ Justin D. Sudweeks

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